IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 182 OF 2001

Simplex Concrete Piles India Ltd. ...Petitioners

V/s.

Delta Mechcons India Ltd. ...Respondents

Mr. Sharan Jagtiani a/w Mr. Aditya Khanna i/b. M/s. Khaitan & Co. for the Petitioners

Mr. S. Ramakantha, Dy. Official Liquidator present

CORAM : ANOOP V. MOHTA,J.

DATED : 13th July, 2007

P.C.

The petitioners have invoked Section 433 and 434 of the Companies Act, 1956 as inspite of the statutory notice the respondent company failed to pay amount of Rs. 56,70,232/- along with the interest on the date of the application. There was no reply to the said statutory notice. The petitioner, therefore, have filed the present petition on 12-1-2001.

2. As parties have arrived at settlement by conditional order dated 2-11-2001, the Court has taken on record the said consent terms, further by order dated 4-10-2001 as there were defaults committed by the respondent company in view of the admission in the consent terms about the liability, this Court has

admitted the petition and directed to comply with all the necessary formalities of the petition. There was a second consent term dated 12-7-2005 executed by acknowledging the liability to the tune of Rs.29,50,000/- by the respondents in favour of the petitioners. The Respondents defaulted again as the last 3 cheques in total sum of Rs. 18 lakhs have been dishonoured, therefore, as per clause 3 of the said consent terms as there were defaults, the Petitioner moved this Court for the appointment of the liquidator in Company Application no. 78 of 2005.

3. Therefore, this Court by order dated 26-4-2007 appointed the provisional liquidator.

4. None appeared for the respondent company when matter was heard on 6-7-2007 and today again. Considering the above facts and circumstances and specially as the averments remained uncontroverted and further there is clear acknowledgment of liability atleast to the tune of Rs. 18 lakhs as recorded above. There is a clear case made out by the petitioner as prayed.

5. Resultantly, in view of uncontroverted

position on record present petition is allowed in terms of prayer clause (a) and (b).

6. The concerned parties to take necessary steps in accordance with law.

[ANOOP V. MOHTA, J.]